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# MT LAUREL

## A Traditional Neighborhood Development

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### SIXTEENTH AMENDMENT TO MASTER DEED RESTRICTIONS AND DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS

THIS SIXTEENTH AMENDMENT (this "Amendment") is made and entered into as of the 12 day of November 2009 by EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation (the "Founder"), and TOWN BUILDERS, INC., an Alabama corporation ("TBI").

#### R E C I T A L S:

The Founder has heretofore submitted certain real property owned by Founder to the terms and provisions of (a) the Mt Laurel Master Deed Restrictions dated as of September 1, 2000 and recorded as Instrument #2000-35579 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of September 1, 2000 and recorded as Instrument #2000-36270 and re-recorded as Instrument #2000-38859 in the Probate Office, Second Amendment thereto dated as of November 8, 2000 and recorded as Instrument #2000-38860 in the Probate Office, Third Amendment thereto dated as of January 31, 2001 and recorded as Instrument #2001-03681 in the Probate Office, Fourth Amendment thereto dated February 11, 2003 and recorded as Instrument #20030213-000091860 in the Probate Office, Fifth Amendment thereto dated February 28, 2003 and recorded as Instrument #20030327000184530 in the Probate Office, Sixth Amendment thereto dated March 19, 2003 and recorded as Instrument #20030327000184540 in the Probate Office, Seventh Amendment thereto dated May 20, 2003 and recorded as Instrument 20030527000327720 in the Probate Office, Eighth Amendment thereto dated April 13, 2004 and recorded as Instrument 20040413000191810 in the Probate Office, Ninth Amendment thereto dated June 22, 2004 and recorded as Instrument 20040623000340720 in the Probate Office, Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 in the Probate Office, Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 in the Probate Office, Twelfth Amendment thereto dated December 18, 2006 and recorded as Instrument 20061219000616320 in the Probate Office, Thirteenth Amendment thereto dated May 30, 2007 and recorded as Instrument 20071022000487350 in the Probate Office, Fourteenth Amendment thereto dated July 17, 2008 and recorded as Instrument 20080718000289820 in the Probate Office and Fifteenth Amendment thereto dated December 16, 2008 and recorded as Instrument 20081219000470230 in the Probate Office (collectively, the



“Master Deed Restrictions”) and (b) the Mt Laurel Declaration of Charter, Easements, Covenants and Restrictions dated as of September 1, 2000 and recorded as Instrument #2000-35580 in the Probate Office, as amended by First Amendment thereto dated as of September 1, 2000 and recorded as Instrument #2000-36270 and re-recorded as Instrument # 2000-38859 in the Probate Office, Second Amendment thereto dated as of November 8, 2000 and recorded as Instrument #2000-38860 in the Probate Office, Third Amendment thereto dated as of January 31, 2001 and recorded as Instrument #2001-03681 in the Probate Office, Fourth Amendment thereto dated February 11, 2003 and recorded as Instrument #20030213000091860 in the Probate Office, Fifth Amendment thereto dated July 28, 2003 and recorded as Instrument #20030327000184530 in the Probate Office, Sixth Amendment thereto dated March 19, 2003 and recorded as Instrument #20030327000184540 in the Probate Office, Seventh Amendment thereto dated May 20, 2003 and recorded as Instrument #20030527000327720 in the Probate Office, Eighth Amendment thereto dated April 13, 2004 and recorded as Instrument 20040413000191810 in the Probate Office, Ninth Amendment thereto dated June 22, 2004 and recorded as Instrument 20040623000340720 in the Probate Office, Tenth Amendment thereto dated October 15, 2004 and recorded as Instrument 20041015000569110 in the Probate Office, Eleventh Amendment Master dated July 13, 2005 and recorded as Instrument 20050714000352130 in the Probate Office Twelfth Amendment thereto dated December 18, 2006 and recorded as Instrument 20061219000616320 in the Probate Office, Thirteenth Amendment thereto dated May 30, 2007 and recorded as Instrument 20071022000487350 in the Probate Office, Fourteenth Amendment thereto dated July 17, 2008 and recorded as Instrument 20080718000289820 in the Probate Office and Fifteenth Amendment thereto dated December 16, 2008 and recorded as Instrument 20081219000470230 in the Probate Office (collectively, the “Declaration”). The Master Deed Restrictions and Declaration have been ratified and confirmed by the Founder, Owner and Town Builders, Inc. pursuant to Ratification and Confirmation Agreement dated as of November 30, 2000 and recorded as Instrument # 2000-41410 in the Probate Office. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Pursuant to the provisions of Section 5.02 of the Master Deed Restrictions and Section 2.03 of the Declaration, the Founder desires to submit that certain real property (the “Additional Property”) described in **Exhibit A** attached hereto and incorporated herein by reference to all of the terms and provisions of the Master Deed Restrictions and the Declaration.

TBI is the Owner of all of the Lots constituting part of the Additional Property and has joined in the execution of this Amendment to consent to and agree that all of the Lots constituting part of the Additional Property is subject to and encumbered by all of the terms and provisions of the Master Deed Restrictions and the Declaration.

NOW, THEREFORE, pursuant to Section 5.02 of the Master Deed Restrictions and Section 2.03 of the Declaration, the Founder and TBI hereby amend the Declaration as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 5.02 of the Master Deed Restrictions and Section 2.03 of the Declaration, the Founder and TBI hereby declare that all of the Additional Property described in **Exhibit A** hereto shall be held,



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Shelby Cnty Judge of Probate, AL  
11/17/2009 08:47:21 AM FILED/CERT

developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges, liens, Assessments and regulations set forth in the Master Deed Restrictions and the Declaration, all of which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. All references in the Master Deed Restrictions and the Declaration to Mt Laurel shall mean the real property shown on the Initial Plat, as defined in the Declaration, the Additional Property described in **Exhibit A** hereto and all other additional property which may be submitted to the terms and provisions of the Master Deed Restrictions and the Declaration.

2. **Full Force and Effect.** Except as expressly modified and amended by this Amendment, all of the terms and provisions of the Master Deed Restrictions and Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Founder and TBI have executed this Amendment as of the day and year first above written.

**FOUNDER:**

**EBSCO DEVELOPMENT COMPANY, INC.,** an Alabama corporation

By: John O. Freeman, Sr.  
Its: V.P. & General Mgr.


**TBI:**

**TOWN BUILDERS, INC.,** an Alabama corporation

By: John O. Freeman, Sr.  
Its: V.P. & General Mgr.

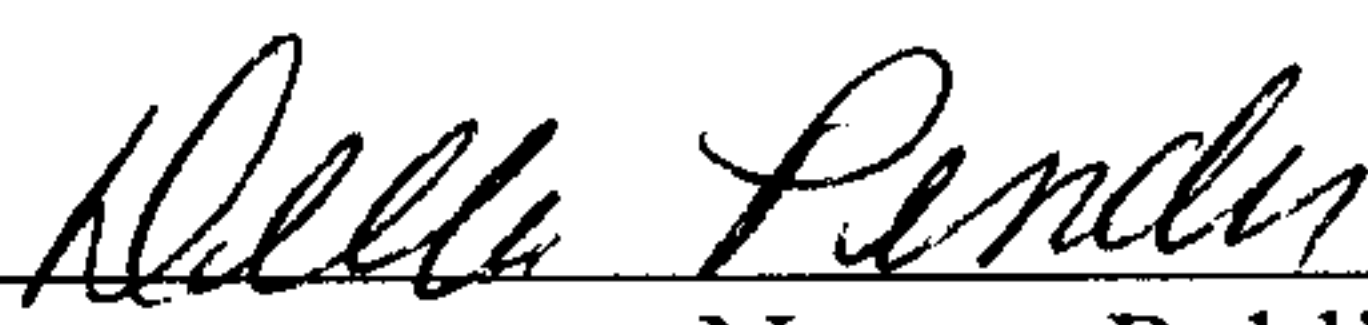


STATE OF ALABAMA                     )  
   :  
COUNTY OF SHELBY                     )

  
20091117000427120 4/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/17/2009 08:47:21 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John D. Freeman Sr, whose name as VP + Gen. Mgr of EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 12 day of November, 2009.

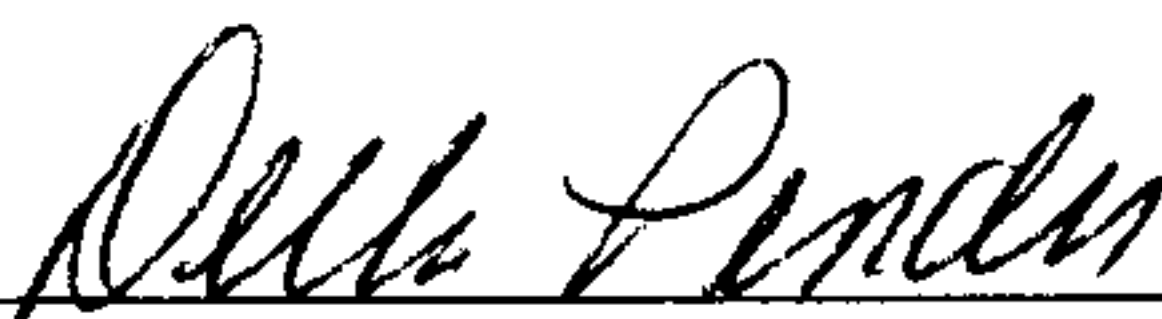
  
Notary Public  
My Commission Expires: 8/21/2010

[NOTARIAL SEAL]

STATE OF ALABAMA                     )  
   :  
COUNTY OF SHELBY                     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John D. Freeman Sr., whose name as VP + Gen. Mgr of TOWN BUILDERS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

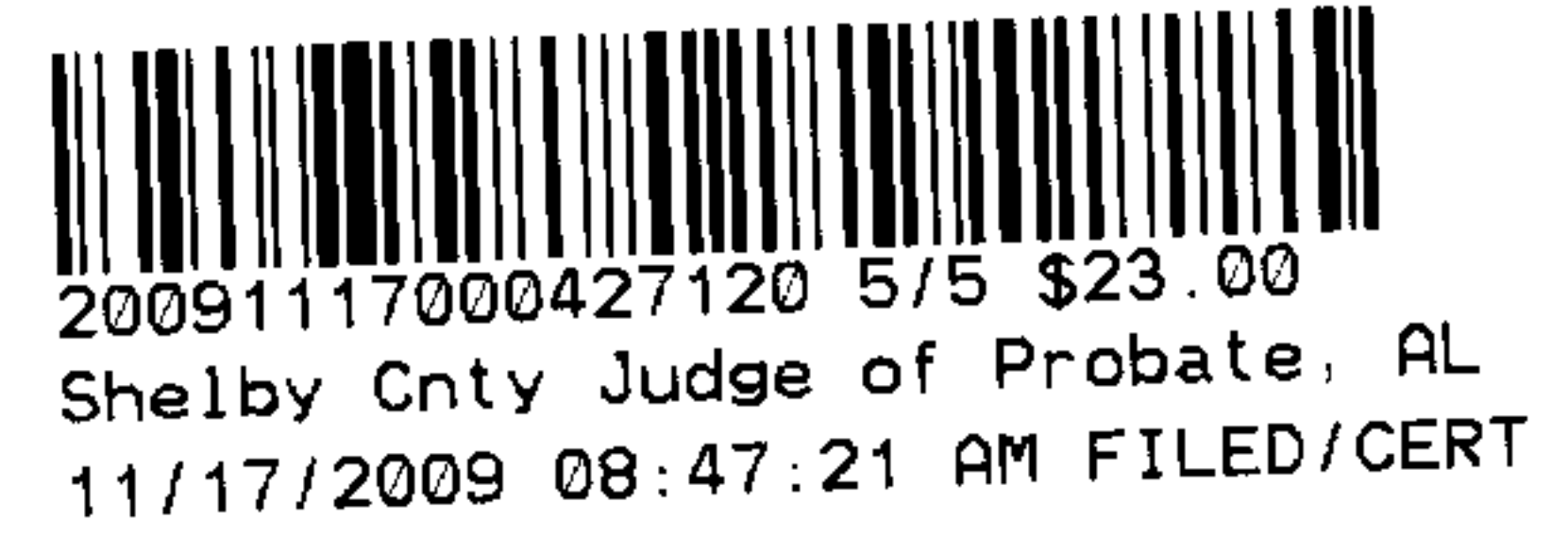
Given under my hand and official seal this the 12 day of November, 2009.

  
Notary Public  
My Commission Expires: 8/21/2010

[NOTARIAL SEAL]

THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING SHOULD BE RETURNED TO:  
Stephen R. Monk, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203

**EXHIBIT A**



**EXHIBIT A**

The following lots according to the Final Plat of the Private, Residential Subdivision of **Mt Laurel - Phase IIIB Sector 2** as recorded in Map Book 41, Page 44 in the Office of the Judge of Probate of Shelby County, Alabama:

| Block 15  | Block 20  | Block 21  | Block 22  |
|-----------|-----------|-----------|-----------|
| Lot 15-25 | Lot 20-10 | Lot 21-01 | Lot 22-01 |
| Lot 15-26 | Lot 20-11 | Lot 21-02 | Lot 22-02 |
| Lot 15-27 | Lot 20-12 | Lot 21-03 | Lot 22-03 |
| Lot 15-28 | Lot 20-13 | Lot 21-04 | Lot 22-04 |
| Lot 15-29 | Lot 20-14 | Lot 21-05 | Lot 22-05 |
| Lot 15-30 | Lot 20-15 | Lot 21-06 | Lot 22-06 |
| Lot 15-31 | Lot 20-16 | Lot 21-07 | Lot 22-07 |
| Lot 15-32 | Lot 20-17 | Lot 21-08 | Lot 22-08 |
|           | Lot 20-18 | Lot 21-09 | Lot 22-09 |
|           | Lot 20-19 | Lot 21-10 | Lot 22-10 |
|           | Lot 20-20 | Lot 21-11 | Lot 22-11 |
|           | Lot 20-21 | Lot 21-12 | Lot 22-12 |
|           | Lot 20-22 | Lot 21-13 | Lot 22-13 |
|           | Lot 20-23 | Lot 21-14 | Lot 22-14 |
|           | Lot 20-24 | Lot 21-15 | Lot 22-15 |
|           | Lot 20-25 | Lot 21-16 | Lot 22-16 |
|           | Lot 20-26 | Lot 21-17 | Lot 22-17 |
|           | Lot 20-27 | Lot 21-18 | Lot 22-19 |
|           |           | Lot 21-19 | Lot 22-21 |
|           |           | Lot 21-20 | Lot 22-22 |
|           |           | Lot 21-21 | Lot 22-23 |
|           |           | Lot 21-22 | Lot 22-24 |
|           |           |           | Lot 22-25 |
|           |           |           | Lot 22-26 |
|           |           |           | Lot 22-27 |
|           |           |           | Lot 22-28 |
|           |           |           | Lot 22-29 |

TOGETHER WITH all Private Roads and Road Rights-of-Way, Private Access Easements, Pedestrian Walkways and Common Areas shown on the aforesaid plat.